



DeKalb County Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia, 30030

June 6, 2016

INVITATION TO BID (ITB) NO. 16-100711

FOR

RENTAL OF VARIOUS HEAVY EQUIPMENT (ANNUAL CONTRACT WITH TWO (2) ONE (1) YEAR OPTONS TO RENEW)

DEKALB COUNTY, GEORGIA

Judi Moore, Procurement Agent, Phone: (404) 371-6338 Email: jmoore@dekalbcountyga.gov

FIRM'S NAME AND ADDRESS:	TELEPHONE & FAX NUMBERS (AREA CODE) AND EMAIL ADDRESS
(Street, City, State and Zip Code. Type or print):	EMAIL ADDRESS
	Telephone #: ()
Federal Tax ID No.	Fax #: ()
ARE YOU A DEKALB COUNTY FIRM? Yes No	Email: @
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:	SIGNER'S NAME AND TITLE (Type or Print):

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

TABLE OF CONTENTS

FOR

INVITATION TO BID NO. 16-100711

RENTAL OF VARIOUS HEAVY EQUIPMENT (ANNUAL CONTRACT WITH TWO (2) ONE (1) YEAR OPTIONS TO RENEW)

<u>TITLE</u> <u>PAC</u>	<u>GE NO.</u>
INVITATION TO BID OVERVIEW	3
INVITATION TO BID PROCEDURES	4
GENERAL TERMS AND CONDITIONS	8
INSURANCE	14
MINIMUM SPECIFICATIONS	19
PRICE SCHEDULE	20
BID ACKNOWLEDGEMENT FORM	47
REQUIRED DOCUMENTS CHECKLIST AND ATTACHMENTS	48

INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County invites bidders to provide rental of Backhoes, Tractors and other Heavy Duty Equipment with DeKalb County, Georgia.

B. GENERAL INFORMATION:

1. **BID TIMETABLE**:

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting Maloof Administration Building

1300 Commerce Drive, 2nd Floor

Decatur, Georgia 30030, not later than 3:00 P.M. ET, July 18, 2016

Submit **one original bid package** (inclusive of the <u>entire</u> Invitation to Bid document and required documents) stamped "Original" and **two sealed identical copies** stamped "Copy" of the bid package to the address listed above.

2. **CONTACT PERSON**:

The contact person for this bid is **Judi Moore, Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at (404) 371-6338 or via email at jmoore@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html.

INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

- 1. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- 2. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidder's to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- 3. By submitting a bid, the Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
- 4. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract, and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- 5. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

6. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part III, Section IV, F. within the DeKalb County Purchasing Policy.

7. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

8. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

9. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

10. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf
- b. It is <u>mandatory</u> that the LSBE Information forms be completed and submitted with Bidder's response.
- c. For further details regarding the DeKalb County Local Small Business Enterprise Ordinance, contact Contract Compliance at pcadmin-ops@dekalbcountyga.gov or (404) 371-7051.

11. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact DeKalb Workforce Development at www.dekalbworkforce.org or (404)-687-3400.

12. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County

addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County; bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

13. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

14. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

15. Business License

Please provide a copy a valid company business license with your bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder shall submit a copy of its valid professional license. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

B. BID SUBMITTAL:

- 1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- 2. Bidders shall complete and submit Attachment A Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
- 3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
- 4. Bids must be submitted in a sealed envelope(s) or box(s) with the Bidder's name and "ITB No. 16-100711- RENTAL OF VARIOUS HEAVY EQUIPMENT (ANNUAL CONTRACT WITH TWO (2) ONE (1) YEAR OPTIONS TO RENEW) on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(s) inside the delivery service envelope(s) or box(s). Bidders are responsible for informing any

delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

- 1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- 2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
- 3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
- 4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GENERAL TERMS AND CONDITIONS

- **A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Contractor's accepted Response; and the County's ITB.
- **B.** The Contractor's services shall include all things, personnel, and materials necessary to provide the goods that are in compliance with the specifications as authorized by the County.
- **C.** Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

Delivery of services will commence within three (3) hours upon request. All prices are to be firm, F.O.B. Destination, Freight Allowed and Prepaid. Delivery must be made twenty-four (24) hours, seven (7) days a week, unless otherwise required. The successful bidder shall give a **two (2) hour** Notice of Delivery – Deliveries may be made to any DeKalb County Department or Division. The County will unload after prior notice.

The following is a partial listing of possible delivery addresses:

Roads & Drainage Division

DeKalb County Public Works Dept. 729 Camp Road Decatur, GA 30032

Contact Information:Lance Faulkner

Tel: 404-297-3846

Department of Watershed

Roadheaven - Motors 1580 Roadheaven Drive Stone Mountain, Georgia 30083

Contact Information:

Demetris Trice, General Foremen

Tel: 770-621-7254

Main Office Tel: 770-621-7200

Department of Watershed

Snapfinger/ Pole Bridge AWWT Facility 4124 Flakes Mill Road Decatur, GA. 30034 Contact Information

Mathew V Skaria, Maintenance Coordinator Office.770-808-2924

Fax 770-808-2933.

Recreation, Parks & Cultural Affairs

West District Office 3681 Chestnut Street Decatur, GA 30030 Contact Information:

Ruby K. Lewis

Tel: (404) 294-2667

Department of Sanitation

Seminole Road Landfill 4203 Clevemont Road Ellenwood, GA 30294 Contact Information:

Roger Young, Landfill Superintendent

Mobile: (404) 391-1079

Bidder state agreement: Yes	No
Contact Person:	
Telephone Number:	Cellular Phone Number:
Repair Facility Address:	
Alternate delivery time <u>might</u> be considered providelivery or services below.	ded it is so stated: Bidder state alternate terms for

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

F. COUNTY REQUIREMENT:

The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

G. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

The bidder will state below or will furnish a separate letter attachment which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be stated. NOTE: FAILURE TO RESPOND TO THE REQUIREMENT OF THIS PARAGRAPS MAY RESULT IN THE BID BEING NON RESPONSIVE.

H. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

I. PRICING:

- 1. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
 - To Contractor's customers.
 - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

2. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.

J. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and <u>must</u> contain the authorizing DeKalb County Purchase Order (PO) or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

a. Original invoice(s) must be submitted to the department requesting services.

Roads & Drainage

Name: Mellonise A. Wheeler

Mailing Address: 727 Camp Road, Decatur, Ga 30032

Email: mawheele@dekalbcountyga.gov.

Telephone: (404) 456-2140

Department of Watershed

Name: John Mann

Mailing Address: 1580 Roadhaven Dr. Stone Mountain GA. 30083

Email Address: jamann@dekalbcountyga.gov,

Copy: KTGore@dekalbcountyga.gov

Telephone: (770) 621-7240

• Recreation, Park and Cultural Affairs

Name: Ruby Lewis

Mailing Address: 3681 Chestnut St., Scottdale, GA 30079

Email Address: rklewis@dekalbcountyga.gov

Telephone: (404) 294-2667

• Sanitation - Seminole Road Landfill

Name: Lizette Arlequin

Mailing Address: 4203 Clevemont Road; Ellenwood, GA 30294

Email: larlequin@dekalbcountyga.gov

Telephone: (404) 687-4016

b. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division

DeKalb County Department of Purchasing & Contracting

Maloof Administration Building

1300 Commerce Drive, 2nd Floor

Decatur, Georgia 30030

3. The County's official <u>payment terms are Net 30</u>. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

K. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

N. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

O. RIGHT TO AUDIT:

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and

subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

P. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

Q. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Deliverables, rate of progress, and time for completion of the Work/Services/Deliverables, hereinafter referred to as "Work" are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Contractor will be paid only for the portion of the Deliverables satisfactorily performed/provided through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

R. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work/Services/Deliverables, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work/Services/Deliverables, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively

referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work/Services/Deliverables performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work/Services/Deliverables under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work/Services/Deliverables, or termination or expiration of this Contract.

S. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

- 1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
- 2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
 - a. Certificates must cover:
 - i. Statutory Workers Compensation
 - (1) Employer's liability insurance by accident, each accident \$1,000,000

- (2) Employer's liability insurance by disease, policy limit \$1,000,000
- (3) Employer's liability insurance by disease, each employee \$1,000,000
- ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
- iii. Commercial General Liability Insurance
 - (1) Each Occurrence \$2,000,000
 - (2) Fire Damage \$250,000
 - (3) Medical Expense \$10,000
 - (4) Personal & Advertising Injury \$1,000,000
 - (5) General Aggregate \$2,000,000
 - (6) Products & Completed Operations \$2,000,000
 - (7) Contractual Liability where applicable
 - (8) Commercial General Liability \$1,000,000 (each occurrence)
 - (9) Automobile Liability \$1,000,000 (Any, All Owned Autos, Hired Autos Non-Owned Autos)
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products- completed operations), or form(s) providing equivalent coverage.
- c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
- f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.

- h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- i. Certificates to contain the location and operations to which the insurance applies.
- j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:
 DeKalb County, Georgia
 Director of Purchasing and Contracting
 Maloof Administration Building
 1300 Commerce Drive, 2nd Floor
 Decatur, Georgia 30030
- m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

T. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

U. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

V. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to

the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

W. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

X. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

Y. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Z. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Interim Chief Procurement Officer
Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

AA. GEORGIA OPEN RECORDS ACT:

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

[THE REMAINDER OF THIS PAGE IS INTENTIONALY BLANK]

MINIMUM SPECIFICATIONS

Rental of Various Heavy Equipment

DeKalb County invites bidders to provide rental of various heavy equipment as listed on "Price Schedule" on pages eighteen (19) and as items numbers one (1) through one-hundred-ninety (190) and in accordance with attached requirements.

-End Minimum Specifications-

PRICE SCHEDULE

Item No.	COMMODITIES OR SERVICES	Unit	Amount
1.	Rental EXCAVATOR, 24, 000 LB – 26,000 LB Current number in stock: Average Age/ Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	
2.	Rental EXCAVATOR, 24, 000 LB – 26,000 LB:	Weekly	\$
3.	Rental EXCAVATOR, 24, 000 LB – 26,000 LB:	Monthly	\$
4.	Rental EXCAVATOR, 42, 000 LB – 47,000 LB Current number in stock: Average Age/ Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
5.	Rental EXCAVATOR, 42, 000 LB – 47,000 LB	Weekly	\$
6.	Rental EXCAVATOR, 42, 000 LB – 47,000 LB	Monthly	\$
7.	Rental EXCAVATOR, 53, 000 LB – 60,000 LB Current number in stock: Average Age/ Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES	Unit	Amount
8.	Rental EXCAVATOR, 53, 000 LB – 60,000 LB	Weekly	\$
9.	Rental EXCAVATOR, 53, 000 LB – 60,000 LB	Monthly	\$
10.	Rental EXCAVATOR, 75, 000 LB – 85,000 LB Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
11.	(Manufacturer's Name and Brand Name/Number) Rental EXCAVATOR, 75, 000 LB – 85,000 LB	Weekly	\$
12.	Rental EXCAVATOR, 75, 000 LB – 85,000 LB	Monthly	\$
13.	Rental EXCAVATOR, 95, 000 LB – 115,000 LB Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
14.	Rental EXCAVATOR, 95, 000 LB – 115,000 LB	Weekly	\$
15.	Rental EXCAVATOR, 95, 000 LB – 115,000 LB	Monthly	\$
16.	Rental BACKHOE, Full Size 4x2 Current number in stock: Average Age/Hours Bidding on:	Daily	\$
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
17.	Rental BACKHOE, Full Size 4x2	Weekly	\$
18.	Rental BACKHOE, Full Size 4x2	Monthly	\$
	Rental BACKHOE, Full Size 4x4		
	Current number in stock:		
19.	Average Age/Hours	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)	_	
20.	Rental BACKHOE, Full Size 4x4	Weekly	\$
21.	Rental BACKHOE, Full Size 4x4	Monthly	\$
	Rental BACKHOE, EXTENDAHOE, Full Size, 4x2		
	Current number in stock:		\$
22.	Average Age/Hours	Daily	
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
23.	Rental BACKHOE, EXTENDAHOE, Full Size, 4x2	Weekly	\$
24.	Rental BACKHOE, EXTENDAHOE, Full Size, 4x2	Monthly	\$
	Rental BACKHOE, EXTENDAHOE, Full Size, 4x4		
	Current number in stock:		
25.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
26.	Rental BACKHOE, EXTENDAHOE, Full Size, 4x4	Weekly	\$
27.	Rental BACKHOE, EXTENDAHOE, Full Size, 4x4	Monthly	\$
28.	Rental DOZER, 70 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily -	\$
29.	Rental DOZER, 70 HP	Weekly	\$
30.	Rental DOZER, 70 HP	Monthly	\$
31.	Rental DOZER, 80 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
32.	Rental DOZER, 80 HP	Weekly	\$
33.	Rental DOZER, 80 HP	Monthly	\$
34.	Rental DOZER, 90 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily -	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
35.	Rental DOZER, 90 HP	Weekly	\$
36.	Rental DOZER, 90 HP	Monthly	\$
37.	Rental DOZER, 125 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
38.	Rental DOZER, 125 HP	Weekly	\$
39.	Rental DOZER, 125 HP	Monthly	\$
40.	Rental DOZER, 185 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
41.	Rental DOZER, 185 HP	Weekly	\$
42.	Rental DOZER, 185 HP	Monthly	\$
43.	Rental DOZER, 240 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
	Page 24 of 67		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
44.	Rental DOZER, 240 HP	Weekly	\$
45	Rental DOZER, 240 HP	Monthly	\$
46.	Rental DOZER, 580 HP Current number in stock: Average Age/Hours:	Daily	\$
	Bidding on: (Manufacturer's Name and Brand Name/Number)	_	
47.	Rental DOZER, 580 HP	Weekly	\$
48.	Rental DOZER, 580 HP	Monthly	\$
49.	Rental ROLLER, Walk-Behind, Pad Foot w/Remote 33" Current number in stock: Average Age/Hour: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
50.	Rental ROLLER, Walk-Behind, Pad Foot w/Remote 33"	Weekly	\$
51.	Rental ROLLER, Walk-Behind, Pad Foot w/Remote 33"	Monthly	\$
52.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 5 Ton, 54" Current number in stock: Average Age/Hour: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
53.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 5 Ton, 54"	Weekly	\$
54.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 5 Ton, 54"	Monthly	\$
55.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 8 Ton, 66" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
56.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 8 Ton, 66"	Weekly	\$
57.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 8 Ton, 66"	Monthly	\$
58.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 12 Ton, 84" Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
59.	(Manufacturer's Name and Brand Name/Number) Rental ROLLER, Ride-on, Single Drum, Pad Foot, 12 Ton, 84"	Weekly	\$
60.	Rental ROLLER, Ride-on, Single Drum, Pad Foot, 12 Ton, 84"	Monthly	\$
61.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 5 Ton, 54" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES		\$Amount
62.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 5 Ton, 54"	Weekly	\$
63.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 5 Ton, 54"	Monthly	\$
	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 8 Ton, 66" Current number in stock:		
64.	Average Age/Hours: Bidding on:	Daily	\$
65.	(Manufacturer's Name and Brand Name/Number) Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 8 Ton, 66"	Weekly	\$
66.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 8 Ton, 66"	Monthly	\$
67.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 12 Ton, 84" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
68.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 12 Ton, 84"	Weekly	\$
69.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 12 Ton, 84"	Monthly	\$
70.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 1.5 Ton, 36" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
71.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 1.5 Ton, 36"	Weekly	\$
72.	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 1.5 Ton, 36"	Monthly	\$
	Rental ROLLER, Ride-on, Single Drum, Smooth Drum, 2.5 Ton, 43" Current number in stock:		
73.	Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
74.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 2.5 Ton, 43"	Weekly	\$
75.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 2.5 Ton, 43"	Monthly	\$
76.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 3.5 Ton, 48" Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
77	(Manufacturer's Name and Brand Name/Number) Routel BOLLER, Bide on Double Drum Smooth Drum 2.5 Ton 48"	*** 11	\$
77.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 3.5 Ton, 48"	Weekly	Φ.
78. 79.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 3.5 Ton, 48" Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 12 Ton, 80" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Monthly Daily	\$ \$
80.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 12 Ton, 80"	Weekly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
81.	Rental ROLLER, Ride-on, Double Drum, Smooth Drum, 12 Ton, 80"	Monthly	\$
82.	Rental ROLLER, Double Drum, Landfill, 80,000 LB,400 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
83.	Rental ROLLER, Double Drum, Landfill, 80,000 LB., 400 HP	Weekly	\$
84.	Rental ROLLER, Double Drum, Landfill, 80,000 LB., 400 HP	Monthly	\$
85.	Rental ROLLER, Double Drum, Landfill, 110,000 LB., 550 HP Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
86.	Rental ROLLER, Double Drum, Landfill, 110,000 LB., 550 HP	Weekly	\$
87.	Rental ROLLER, Double Drum, Landfill, 110,000 LB., 550 HP	Monthly	\$
88.	Rental TRACTOR, (Track Type) Caterpillar Model 963C, or acceptable equal: Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
89.	Rental, TRACTOR, (Track Type) Caterpillar Model 963C or acceptable equal:	Weekly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
90.	Rental, TRACTOR, (Track Type) Caterpillar Model 963C or acceptable equal:	Monthly	\$
	Rental WHEEL LOADER, Caterpillar Model 938G, or acceptable equal:		
	Current number in stock:		
91.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)	_	
92.	Rental WHEEL LOADER, Caterpillar Model 938G, or acceptable equal:	Weekly	\$
93.	Rental WHEEL LOADER, Caterpillar Model 938G, or acceptable equal:	Monthly	\$
	Rental WHEEL LOADER, Caterpillar Model 950G, or acceptable equal:		
	Current number in stock:		
94.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)	_	
95.	Rental, WHEEL LOADER, Caterpillar Model 950G or acceptable equal:	Weekly	\$
96.	Rental WHEEL LOADER, Caterpillar Model 950G, or acceptable equal:	Monthly	\$
	Rental TRUCK, Off Road Dump, Articulating 26 Ton		
	Current number in stock:		
97.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)	_	
		1	l

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
98.	Rental, TRUCK, Off Road, Dump, Articulating 26 Ton	Weekly	\$
99.	Rental, TRUCK, Off Road, Dump, Articulating 26 Ton	Monthly	\$
100.	Rental TRUCK, Off Road Dump, Articulating 30 Ton Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
101.	Rental TRUCK, Off Road, Dump, Articulating 30 Ton	Weekly	\$
102.	Rental TRUCK, Off Road, Dump, Articulating 30 Ton	Monthly	\$
103.	Rental WHEEL LOADER, 28,000 LB Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
104.	(Manufacturer's Name and Brand Name/Number) Rental, WHEEL LOADER, 28,000 LB:	Weekly	\$
105.	Rental WHEEL LOADER, 28,000 LB	Monthly	\$
106.	Rental WHEEL LOADER, 40,000 LB Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
	Dags 21 of C7		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
107.	Rental, WHEEL LOADER, 40,000 LB	Weekly	\$
108.	Rental WHEEL LOADER, 40,000 LB	Monthly	\$
109.	Rental LOADER, Track Type, 33,000 LB Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily -	\$
110.	Rental, LOADER. Track Type, 33,000 LB	Weekly	\$
111.	Rental, LOADER. Track Type, 33,000 LB	Monthly	\$
112.	Rental LOADER, Track Type, 43,000 LB Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
113.	Rental, LOADER. Track Type, 43,000 LB	Weekly	\$
114.	Rental, LOADER. Track Type, 43,000 LB	Monthly	\$
115.	Rental TRUCK, 20-ton capacity, with telescoping hydraulic boom; International Model 2674, or acceptable equal. Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
116.	Rental TRUCK, 20-ton capacity, with telescoping hydraulic boom; International Model 2674, or acceptable equal.	Weekly	\$
117.	Rental TRUCK, 20-ton capacity, with telescoping hydraulic boom; International Model 2674, or acceptable equal.	Monthly	\$
118.	Rental COMPACT EXCAVATOR, 10' Dig Depth Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
	(Manufacturer's Name and Brand Name/Number)		
119.	Rental COMPACT EXCAVATOR, 10' Dig Depth	Weekly	\$
120.	Rental COMPACT EXCAVATOR, 10' Dig Depth	Monthly	\$
	Rental COMPACT EXCAVATOR, 11' Dig Depth		
	Current number in stock:		
121.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		Φ.
122.	Rental COMPACT EXCAVATOR, 11' Dig Depth	Weekly	\$
123.	Rental COMPACT EXCAVATOR, 11' Dig Depth	Monthly	\$
	Rental COMPACT EXCAVATOR, 12' Dig Depth		
	Current number in stock:		
124.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
125.	Rental, COMPACT EXCAVATOR, 12' Dig Depth	Weekly	\$
126.	Rental, COMPACT EXCAVATOR, 12' Dig Depth	Monthly	\$
	Rental COMPACT EXCAVATOR, 14' Dig Depth		
	Current number in stock:		
127.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
128.	Rental, COMPACT EXCAVATOR, 14' Dig Depth	Weekly	\$
129.	Rental, COMPACT EXCAVATOR, 14' Dig Depth	Monthly	\$
	Rental SKID LOADER, Rubber Tire, 1,600 LB		
	Current number in stock:		
130.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
131.	Rental SKID LOADER, Rubber Tire, 1,600 LB	Weekly	\$
132.	Rental SKID LOADER, Rubber Tire, 1,600 LB	Monthly	\$
	Rental SKID LOADER, Rubber Track, 1,900 LB		
133.	Current number in stock:		
	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
134.	Rental, SKID LOADER, Rubber Track 1,900 LB	Weekly	\$
135.	Rental, SKID LOADER, Rubber Track 1,900 LB	Monthly	\$
136.	Rental SKID LOADER, RUBBER Track, 2,500 LB Current number in stock: Average Age/Hours:	Daily	\$
	Bidding on: (Manufacturer's Name and Brand Name/Number)		
137.	Rental, SKID LOADER, Rubber Track 2,500 LB	Weekly	\$
138.	Rental, SKID LOADER, Rubber Track 2,500 LB	Monthly	\$
139.	Rental CUTT OFF SAW, 14" with blade Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
140.	Rental CUTT OFF SAW, 14" with blade	Weekly	\$
141.	Rental CUTT OFF SAW, 14" with blade	Monthly	\$
142.	Rental CONCRETE SAW, Walk Behind, 57-60 HP with blade Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
143.	Rental CONCRETE SAW, Walk Behind, 57-60 HP with blade	Weekly	\$
144.	Rental CONCRETE SAW, Walk Behind, 57-60 HP with blade	Monthly	\$
	Rental BREAKER, Hydraulic, 2,100 LB Current number in stock:		
145.	Average Age/Hours: Bidding on:	Daily	\$
	(Manufacturer's Name and Brand Name/Number)		
146.	Rental BREAKER, Hydraulic, 2,100 LB	Weekly	\$
147.	Rental BREAKER, Hydraulic, 2,100 LB	Monthly	\$
	Rental BREAKER, Hydraulic, 3,500 LB		
148.	Current number in stock: Average Age/Hours:	Daily	\$
	Bidding on: (Manufacturer's Name and Brand Name/Number)		
149.	Rental BREAKER, Hydraulic, 3,500 LB	Weekly	\$
150.	Rental BREAKER, Hydraulic, 3,500 LB	Monthly	\$
151.	Rental BREAKER, Hydraulic, 5,000 LB Current number in stock:		
	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
152.	Rental, BREAKER, Hydraulic, 5,000 LB	Weekly	\$
153.	Rental, BREAKER, Hydraulic, 5,000 LB	Monthly	\$
	Rental SOD Cutter, 18"		
	Current number in stock:		
154.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
155.	Rental SOD Cutter, 18"	Weekly	\$
156.	Rental SOD Cutter, 18"	Monthly	\$
	Rental, SOD Roller, Pull Behind		
	Current number in stock:		
157.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
158.	Rental, SOD Roller, Pull Behind	Weekly	\$
159.	Rental, SOD Roller, Pull Behind	Monthly	\$
	Rental, POWER Curber with Mold		
	Current number in stock:		
160.	Average Age/Hours:	Daily	¢
	Bidding on:		Φ
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
161.	Rental, POWER Curber with Mold	Weekly	\$
162.	Rental, POWER Curber with Mold	Monthly	\$
	Rental 6" Pump, Trash, with 20' Suction and 50' Discharge Current number in stock:		
163.	Average Age/Hours:	Daily	\$
	Bidding on: (Manufacturer's Name and Brand Name/Number)		
164.	Rental, 6" Pump, Trash with 20' Suction and 50' Discharge	Weekly	\$
165.	Rental, 6" Pump, Trash with 20' Suction and 50' Discharge	Monthly	\$
166.	Additional Suction	LF	\$
167.	Additional Discharge	LF	\$
	Rental 8" Pump, Trash, with 20' Suction and 50' Discharge Current number in stock:		
168.	Average Age/Hours: Bidding on:	Daily \$	\$
	(Manufacturer's Name and Brand Name/Number)		
169.	Rental, 8" Pump, Trash, with 20' Suction and 50' Discharge	Weekly	\$
170.	Rental, 8" Pump Trash, with 20' Suction and 50' Discharge	Monthly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
171.	Additional Suction	LF	\$
172.	Additional Discharge	LF	\$
173.	Rental, 10" Pump, Trash, with 20' Suction and 50' Discharge Current number in stock: Average Age/Hours: Bidding on:	Daily	\$
174.	(Manufacturer's Name and Brand Name/Number) Rental, 10" Pump, Trash, with 20' Suction and 50' Discharge	Weekly	\$
175.	Rental, 10" Pump Trash, with 20' Suction and 50' Discharge	Monthly	\$
176.	Additional Suction	LF	\$
177.	Additional Discharge	LF	\$
178.	Rental, 12" Pump, Trash, with 20' Suction and 50' Discharge Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
179.	Rental 12" Pump Trash, with 20' Suction and 50' Discharge	Weekly	\$
180.	Rental, 12" Pump, Trash, with 20' Suction and50' Discharge	Monthly	\$
181.	Additional Suction	LF	\$
182.	Additional Discharge	LF	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
	Rental, TRENCH BOX, 8' x 10'		
	Current number in stock:		
183.	Average Age/Hours:	Daily	\$
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		
184.	Rental, TRENCH BOX, 8' x 10'	Weekly	\$
185.	Rental, TRENCH BOX, 8' x 10'	Monthly	\$
100.		ivionimy	Ψ
	Rental, TRENCH BOX, 4' x 10' Current number in stock:		
186.	Average Age/Hours:	Daily	
	Bidding on:	Daily	\$
	(Manufacturer's Name and Brand Name/Number)		
187.	Rental, TRENCH BOX, 4' x 10'	Weekly	\$
188.	Rental, TRENCH BOX, 4' x 10'	Monthly	\$
189.	Rental, Walk-Behind Vibratory Trench Roller with Remote Drum width 22"	Weekly	\$
190.	Rental, Walk-Behind Vibratory Trench Roller with Remote Drum width 22"	Monthly	\$
	Walk-Behind Vibratory Trench Roller with Remote Drum width 22"		
	Current number in stock:		\$
191.	Average Age/Hours:	Daily	
	Bidding on:		
	(Manufacturer's Name and Brand Name/Number)		

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
192.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 24"	Weekly	\$
193.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 24"	Monthly	\$
194.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 24" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
195.	Rental Walk Behind Vibratory Trench Roller with Remote Drum width 32"	Weekly	\$
196.	Rental Walk Behind Vibratory Trench Roller with Remote Drum width 32"	Monthly	\$
197.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 32" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
198.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 33"	Weekly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
199.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 33"	Monthly	\$
200.	Rental Walk-Behind Vibratory Trench Roller with Remote Drum width 33" Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
201.	Rental, Single-Drum Ride-on vibratory Compactor Drum width 54" Smooth	Weekly	\$
202.	Rental, Single-Drum Ride-on vibratory Compactor Drum width 54" Smooth	Monthly	\$
203.	Rental, Single-Drum Ride-on vibratory Compactor Drum width 54" Smooth Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
204.	Rental, Single-Drum Ride-on vibratory Compactor Drum width 54" Pad-foot	Weekly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
205.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 54" Pad-foot	Monthly	\$
206.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 54" Pad-foot Current number in stock: Average Age/Hour: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
207.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Smooth	Weekly	\$
208.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Smooth	Monthly	
209.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Smooth Current number in stock: Average Age/Hours: Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
210.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Pad-foot	Weekly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
211.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Pad-foot	Monthly	\$
212.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 66" Pad-foot Current number in stock: Average Age/Hours Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
213.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Smooth	Weekly	\$
214.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Smooth	Monthly	\$
215.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Smooth Current number in stock: Average Age/Hours Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
216.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Pad-foot	Weekly	\$
217.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Pad-foot	Monthly	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
218.	Rental, Single-Drum Ride-on Vibratory Compactor Drum width 84" Pad-foot Current number in stock: Average Age/Hours Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
219.	Rental, Concrete Bucket; One (1) Cubic Yard	Weekly	\$
220.	Rental, Concrete Bucket; One (1) Cubic Yard	Monthly	\$
221.	Rental, Concrete Bucket One (1) Cubic Yard Current number in stock: Average Age/Hours Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$
222.	Rental, Concrete Bucket; Two (2) Cubic Yard	Weekly	\$
223.	Rental, Concrete Bucket; Two (2) Cubic Yard	Monthly	\$
224.	Rental, Concrete Bucket Two (2) Cubic Yard Current number in stock: Average Age/Hours Bidding on: (Manufacturer's Name and Brand Name/Number)	Daily	\$

Item No.	COMMODITIES OR SERVICES	Unit	\$Amount
225.	DELIVERY Charge	LOT	\$
226.	PICK- UP Charge	LOT	\$

NOTES TO SUPPLIER

NOTE: #1

Equipment will be inspected by the County to check for and note any prior damage(s) and/or malfunction(s). The County may list such and take photographs of equipment after delivery and before the County's use. Bidder is responsible for insurance relating to the rental equipment and liability (fire, theft, vandalism, etc.).

NOTE: #2:

Bidder shall maintain unit in working condition by quickly replacing worn-out tires or other parts; or replacing the unit without charge to the County. Bidder should have preventative maintenance agreement or schedule and will be responsible for all maintenance and repair of equipment.

NOTE: #3:

The County estimates rental of one (1) unit, but reserves the right to rent more at quoted prices. If a piece of equipment suddenly requires services during rental week or rental month, the daily rate total price shall be subtracted for the number of out-of-service days, however the weekly or monthly rate will still govern, even if such service reduces the time to less than a full seven (7) days or less than a full twenty-eight (28) days. County defines weekly as seven (7) days and monthly (30-31) days.

NOTE #4:

Speedy service by the equipment contractor on out-of-service equipment shall reduce the County invoice payment by a minimum of one-half (1/2) day's daily rate of rental involved. Should such service involve more time; such time and consequent rental daily rate costs shall be subtracted from invoice for rental.

-End of Price Schedule-

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address
• Bidder acknowledges addendum(s): No. 1_	, No. 2, No. 3 (If Applicable)
Bidder acknowledges that this bid is valid up	ntil October 18, 2016. (Initial)
 Bidder acknowledges that bid meets or exceeds Any deviation from minimum specifications m by bidder as to how the bid does not meet the ex- 	nust be explained, in detail,
Bidder acknowledgement of Revisions to the all	bove Terms and Conditions:
 No revisions 	(Initial)
There are revisions and they are incl	luded with the bid submittal(Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
32	Bid Acknowledgement Form*	
33	Attachment A - Required Documents Checklist	
34	Attachment B - Contractor Reference and Release Form*	
35	Attachment C - Subcontractor Reference and Release Form (if applicable)**	
37	Attachment E - Contractor Affidavit*	
38	Attachment F - Subcontractor Affidavit, if applicable**	
39-52	Attachment G - LSBE - Exhibits A and/or B of Attachment G*	

Bidder shall also submit a **copy** of the following required documents with the bid:

**These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, may result in the bidder being deemed non-responsive.

I, the undersigned, acknowledge that I have included the requested documents as listed above.			
Printed Name	Signature		

^{*}If these mandatory forms are not completed and submitted with the bid, the bidder may be deemed non-responsive.

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Contract Period		
Telephone Number (include area code)		
City	State	Zip Code
Fax Number (include area code)		
Contract P	eriod	
Telephone Number (include area code)		
City	State	Zip Code
Fax Number (include area code)		
Contract P	eriod	
Telephone Number (include area code)		
City	State	Zip Code
Fax Number (include area code)		rea code)
ASE STAT	TEMENT	
e for purpos	ses of this ITI	В.
le		
ъ		
e	for purpo	e for purposes of this ITI e Date

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/service(s) listed in the solicitation.

Company Name	Contract F	Contract Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	Fax Number (include area code)		
Project Name and Description				
Company Name	Contract F	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	Fax Number (include area code)		
Project Name and Description				
Company Name	Contract F	Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	Fax Number (include area code)		
Project Name and Description				
REFERENCE CH	IECK RELEASE STA	TEMENT		
You are authorized to contact the references p	provided above for purpo	oses of this IT	В.	
Signed(Authorized Signature of Bidder)	Title			
Company Name	Date _			

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: ¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contactor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	
Address (* do not include a post office box)	_
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	
Notary Public	
My Commission Expires:	

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

stating affirmatively that the individual, firm, or corporunder a contract with	erifies its compliance with O.C.G.A. § 13-10-91, as amended, ration which is engaged in the physical performance of servicesname of contractor) on behalf of DEKALB COUNTY, registered with and is participating in a federal work authorization horization programs operated by the United States Department of norization program operated by the United States Department of employees, pursuant to the Immigration Reform and Control Act plicability provisions and deadlines established in O.C.G.A. § 13-se the federal work authorization program throughout the contract
BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
	_
Printed Name of Authorized Officer or Agent	
Address (* do not include a post office box)	-
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	_, 20
Notary Public My Commission Expires:	

ATTACHMENT G

LSBE INFORMATION WITH EXHIBITS A – C

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required	
20% of Total Award	

	Request For Proposals	Invitations to Bid
	(RFP)	(ITB)
LSBE Within DeKalb (LSBE-	Ten (10) Percentage	Ten (10) Percent Preference
DeKalb)	Points	
LSBE Outside DeKalb (LSBE-	Five (5) Percentage	Five (5) Percent Preference
MSA)	Points	

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit B." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as "Exhibit C".

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below: PRIME BIDDER/PROPOSER SOLICITATION NUMBER: ITB No. 16-100711 TITLE OF UNIT OF WORK - RENTAL OF VARIOUS HEAVY EQUIPMENT (ANNUAL CONTRACT WITH TWO (2) ONE (1) YEAR OPTONS TO RENEW) 1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply): LSBE-DeKalb LSBE-MSA MBE ____ WBE. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the 2. percentage of the amount bid/proposal) that your firm will carry out directly: If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and 3. level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm. 4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as "Exhibit B". Name of Company Address Telephone Fax Contact Person Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE Description of services to be performed Percentage of work or estimated contract award amount to be performed

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract	
award amount to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract	
award amount to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of	
certification:	
LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
r r	
Percentage of work or estimated contract	
award amount to be performed	

Please attach additional pages, if necessary.

DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general
			circulation media, trade association publications, and minority-focus media, to
			provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days
			prior to bid or proposal opening any and all sub-contractor opportunities.
			Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans,
			specification, and other such requirements of the contract to facilitate their
			quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting
			opportunities or furnishing supplies is solicited. Provide a contact log showing
			the name, address, email and contact number (phone or fax) used to contact the
			proposed certified subcontractors, nature of work requested for quote, date of
			contact, the name and title of the person making the effort and the amount of
			the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to
			be successful and to identify portions of work available to LSBEs consistent
			with their availability. Include a list of divisions of work not subcontracted
			and the corresponding reasons for not including them. The ability or desire of
			a bidder/proposer to perform the contract work with its own organization does
			not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE subcontractors meet bonding,
0.			insurance, or other governmental contracting requirements. Where feasible,
			facilitating the leasing of supplies or equipment when they are of such a
			specialized nature that the LSBE could not readily and economically obtain
			them in the marketplace.
7.			Utilization of services of available minority community organizations,
' '			minority contractor groups and other organizations that provide assistance in
			the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in
			identifying available LSBEs.
9.			Explored Joint venture opportunities.
			Other Actions (specify):
10.			

Please explain all "no"	answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Purchasing and Contracting Department, Contract Compliance Division at (404) 371.6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Purchasing and Contracting Department, Contract Compliance Division is available on our website at http://www.dekalbcountyga.gov/.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. **Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):		
Firm's Officer:(Authorized Signature and Title Required)	Date	
Sworn to and Subscribed to before me this day of	, 201	
Notary Public My Commission Expires:		

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:					
1. Complete the form in its en	tirety and submit with bid do	ocuments.			
2. Attach a copy of the LSBE's	S current valid Certification	Letter.			
То:					
(Name of Prime Contractor Fi	rm)				
From:	□ LSBE –DeKalb	□ LSBE –MSA		WBE	
From: (Name of Subcontracto	r Firm)	(Check a	ll that apply)	
ITB Number: <u>16-100711</u>					
The undersigned subcontractor services in connection with the be performed or provided).	is prepared to perform the above project (specify in de	Project Commence	% of Contract	Estimated Dollar	
Description of	Materials or Services	Date	Award	Amount	İ
Prime Contractor	Sub-contractor				
Signature:	Signature:				
Title:	Title:				
Date:	Date:				

EXHIBIT C

FORM 7B, Rev 10.16.15

PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract, all information must be filled in or form will be returned to you.

This report must be submitted with each request for payment, & not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application). Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the

1622	suspending of any payment or p	uspending of any payment or part thereof, termination or cancellation of the contract, & denial of participation in any future contracts awarded by DeKalb County.	contract, & denial of participatio	on in any future contracts awan	ded by DeKalb County.
	Id	PRIME CONTRACTOR		Contract Award Amount % Complete to Date	% Complete to Date
Name:					
Address:					
Telephone#:		Fax#:	Email:		

AMOUNT OF REQUISITION THIS PERIOD: \$	ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$	TOTAL AMOUNT REQUESTIONED TO DATE: \$

	Amount of	Amount of	Amount Paid	Amount Paid Amount Paid To
Name of Sub-Contractor	Description of Work	Sub-Contract	This Period	Date
Executed By:			Date:	

Completed Form by email: admin-aps@dekalbcountyga.gov
DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-7051 (phone)

(Printed Name)

(Signature)



EXHIBIT C-1

LSBE SUB-CONTRACTOR UTILIZATION REPORT Please complete a separate form for each contract, all information must be filled in or form will be returned to you.

This report must be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments received from the Prime Contractor associated with their contract. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

	S	SUB-CONTRACTOR		Sub-Contract Award Amount		% Complete to Date
Name:						
Address:						
Telephone#:		Fax#:	Email:			
PRIME CONTRACTOR:						
ITB/RFP NUMBER:						
CONTRACT NUMBER:	ER:					
PROJECT NAME & LOCATION:						
ANY CHAN	NGE ORDER AMOUNT	ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$_	LIZATION: S			
Reporting Period (From – To)	Descr	Description of Work	Current Amount Invoiced	Amount Paid This Period	Amount	Amount Paid to Date
TOTALS						
Executed By:				Date:		

Return Completed Form by email: peca.org/pcc.nut/yea/gov
DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030 404-371-7051 (phone)

(Printed Name)

(Signature)

ATTACHMENT H

NEW EMPLOYEE TRACKING FORM

Nan	ne of Bidder		
Add	lress		
Ema	ail		
Pho	ne Number		
Fax	Number		
	you anticipate hiring from the First Source o, the approximate number of employees you		
	Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

<u>ATTACHMENT I</u>

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No.	

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an *Employment Roster* and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

Contractor or Beneficiary Name (Signature) Contractor or Beneficiary Name (Printed) Title Telephone Email Name of Business Please answer the following questions: 1. How many job openings do you anticipate filling related to this contract? _____ 2. How many incumbents/existing employees will retain jobs due to this contract? _____ DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to DeKalb Workforce Development, fax (404) 687-4099 or email to <u>FirstSourceJobs@dekalbcountyga.gov</u>.

DeKalb Workforce Development __774 Jordan Lane, Building #4, Decatur, GA 30033 __ (404) 6873400 ___ www.dekalbworkforce.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

ATTACHMENT J

BUSINESS SERVICE REQUEST FORM

Please note: Please complete one form for each position that you have available.
DATE: FEDERAL TAX ID:
COMPANY NAME:
WEBSITE:
ADDRESS:
(WORKSITE ADDRESS IF DIFFERENT):
CONTACT NAME:
CONTACT PHONE: CONTACT FAX:
CONTACT E-MAIL ADDRESS:
Are you a private employment agency or staffing agency? ☐YES ☐NO
JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)
POSITION TITLE:
NUMBER OF POSITIONS AVAILABLE: TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other
SPECIFIC WORK SCHEDULE:
SALARY RATE (OR RANGE):
PERM TEMP TEMP-TO-PERM SEASONAL
PUBLIC TRANSPORTATION ACCESSIBILITY YES \(\square\) NO \(\square\)
IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:
□CREDIT □DRUG □MVR □BACKGROUND □OTHER
Please return form to:
Business Relations Unit (First Source) 774 Jordan Lane Bldg. #4 Decatur, Ga. 30033 Phone: (404) 687-3400 FirstSourceJobs@dekalbcountyga.gov